

# Information Systems Advisory Body

## County of Los Angeles



**CHAIRMAN**  
Jim McDonnell  
Sheriff

**CHAIR PRO TEM**  
Ali Farahani  
ISAB Director

### ISAB

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Director  
(562) 403-6501

Fernando Angell  
Assistant Director  
(562) 403-6505

Eugene Cabrera  
Director, Project Development  
(562) 403-6513

Duane Nguyen  
Director, Integration Services  
(562) 403-6527

### MEMBERS

Jim McDonnell  
Sheriff

Sherri R. Carter  
Executive Officer/Clerk  
L.A. Superior Court

Jackie Lacey  
District Attorney

Janice Fukai  
Alternate Public Defender

Sachi Hamai  
Chief Executive Officer

Ronald L. Brown  
Public Defender

Cal Remington  
Interim Chief Probation Officer

Jim Smith  
President, Police Chiefs' Association

Dr. Lakshmanan Sathyavagiswaran  
Interim Chief Medical Examiner- Coroner  
Department of the Coroner

James Jones  
Director, Internal Services Department

Charles Beck  
Chief of Police, City of Los Angeles

November 1, 2016

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

## **CONTRACT BETWEEN THE COUNTY OF LOS ANGELES AND CAPITA TECHNOLOGIES SYSTEMS, INC. AND CAPITA TECHNOLOGIES, INC. FOR CASE360 APPLICATION MANAGEMENT SERVICES (ALL DISTRICTS) (3-VOTES)**

**CIO RECOMMENDATION: APPROVE (X)**

### **SUBJECT**

The County of Los Angeles Information Systems Advisory Body is requesting Board approval and delegated authority to execute a contract with Capita Technologies Systems, Inc. and Capita Technologies, Inc. for the ongoing maintenance, enhancement, and operational support of Case360 Application Management Services software development tool.

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and authorize the Director of Information Systems Advisory Body (ISAB), or his designee, to finalize and execute a contract (Contract) with Capita Technologies System, Inc. and Capita Technologies, Inc. (Capita) for Case360 Application Management Services (Case360), substantially similar to the attached Contract, for a six-year term at Los Angeles County's right to terminate, with a maximum total Contract sum of \$1,500,000 for the maximum term of the Contract.
2. Delegate authority to the Director of ISAB, or his designee, during the six-year term to increase the rate for services for a one-time increase by no more than 10 percent.

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

18 November 1, 2016

A handwritten signature in cursive script, reading "Lori Glasgow".

LORI GLASGOW  
EXECUTIVE OFFICER

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended Contract is to provide Case360 Application Management Services (Services) for the ongoing maintenance, enhancement, and operational support of County's Case360 applications implemented using Case360 application software development tool.

ISAB has acquired from OpenText Corporation, licenses for its member agencies for Case360 application development tool set and related software for development of various applications within the justice community that are currently operating within the Alternate Public Defender, District Attorney, Probation, Public Defender, and Sheriff. The County's expanding Case360 portfolio in production includes:

1. DNA Offender Tracking System (DOTS);
2. Alternate Public Defender Document Management System;
3. Sheriff's Records and Identification Bureau Request Tracking System;
4. Sheriff's Electronic Criminal Document Archive (SECDA) System;
5. District Attorney Document Management;
6. Public Defender Forms Project; and
7. Public Defender Forms Case Management System.

The Case360 software is an enterprise software platform that requires skill and expertise to manage and maintain, including tasks such as setting up and configuring Case360 software applications, addressing application change requests, applying updates, and generally assuring the health and reliability of systems. In order to sustain multiple applications in production, a single resource provides economies of scale by having to maintain those critical applications. The Services under this Contract provide system changes to adapt to Countywide policy changes directed by the Board.

### **Implementation of Strategic Plan Goals**

The public/private partnership between the County and Capita supports Strategic Plan Goals No. 1, Operational Effectiveness, Goal No. 2, Fiscal Responsibility, and Goal No. 3, Integrated Service Delivery, by providing responsive, efficient, and high quality public service through teamwork and collaboration.

### **FISCAL IMPACT/FINANCING**

The maximum County obligation under the proposed Contract is \$1.5 million over the entire Contract Term with a one-time increase up to 10 percent. Funding for this Contract will be provided by current budget allocations with ongoing year costs budgeted each fiscal year (FY) beginning with FY 2016-17.

No new net County funds are being requested for this Contract. There are no other fiscal impacts.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

This is not a Proposition A Contract, since approval of this Contract will not displace County employees, and the services offered under this Contract cannot be performed by the individual County departments due to the need for specialized skills. Further, ISAB will not require Capita to perform services in excess of the Board approved Contract Sum, scope of work, and/or Contract dates.

The Contract contains all the latest Board required and policy driven provisions, such as consideration of GAIN/GROW Program Participants for Employment, Compliance with Jury Service Program, Safely Surrendered Baby Law, Assignment and Delegation and Budget Reductions.

The Chief Information Officer (CIO) recommends approval and the CIO Analysis is attached (Attachment I).

County Counsel has reviewed and approved this Contract as to form.

### **CONTRACTING PROCESS**

On March 23, 2016, the County released a Request for Proposals (RFP) for Case360 Application Management Services. One proposal from Capita was received by the closing date of May 1, 2016. The proposal was evaluated using the County's informed averaging and Capita selected as a qualified after meeting all RFP minimum requirements. The County has selected Capita based upon price, technical capability, and skilled staff.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This Agreement will support the current level of services and allow ISAB to continue to successfully maintain, support, and ensure its availability to the County's criminal justice enterprise.

### **CONCLUSION**

Upon your Board's approval, it is requested that the Executive Officer of the Board of Supervisors, return two (2) adopted stamped copies of the Board letter to: Information Systems Advisory Body, 12750 Center Court Drive, Suite 500, Cerritos, CA 90703, Attention: Fernando Angell, Assistant Director.

Respectfully submitted,



Ali Farahani, Director  
Information Systems Advisory Body

Reviewed By,



Peter Loo  
Acting Chief Information Officer

AF:FA:pf

Attachments (2)

c: Executive Office, Board of Supervisors  
Chief Executive Office  
County Counsel  
Alternate Public Defender  
Auditor-Controller  
Probation  
District Attorney  
Public Defender  
Sheriff



PETER LOO  
ACTING CHIEF INFORMATION OFFICER

# Office of the CIO CIO Analysis

Attachment I

NUMBER:

CA16-17

DATE:

10/6/2016

SUBJECT:

**CONTRACT BETWEEN THE COUNTY OF LOS ANGELES AND CAPITA TECHNOLOGIES SYSTEMS, INC. AND CAPITA TECHNOLOGIES, INC. FOR CASE360 APPLICATION MANAGEMENT SERVICES**

RECOMMENDATION:

☒ Approve

☐ Approve with Modification

☐ Disapprove

CONTRACT TYPE:

☒ New Contract

☐ Sole Source

☐ Amendment to Contract #:

☐ Other:

CONTRACT COMPONENTS:

☐ Software

☐ Hardware

☐ Telecommunications

☒ Professional Services

SUMMARY:

Department Executive Sponsor: Ali Farahani, Director, Information Systems Advisory Body (ISAB)

Description: ISAB is requesting Board approval and delegated authority to execute a Contract with Capita Technologies Systems, Inc. and Capita Technologies, Inc. to provide Application Management Services to support Case360 applications on behalf of the Alternate Public Defender, Sheriff, District Attorney, Public Defender, and Probation Department.

Contract Amount: \$1,500,000

Funding Source: ISAB FY 2016-17 Operating Budget

☐ Legislative or Regulatory Mandate

☐ Subvened/Grant Funded:

## Strategic and Business Analysis

PROJECT GOALS AND OBJECTIVES:



The proposed application management services are to support Case360 applications currently in production operations – DNA Offender Tracking System (DOTS), Sheriff's Records and Identification Bureau Request Tracking System, Probation Electronic Document Management System, Alternate Public Defender, and District Attorney Document Management Systems.

BUSINESS DRIVERS:

Case360 is a case management platform for the justice community supported by ISAB. The proposed application management services are necessary for the maintenance and support of the various Case360 implementations by the Alternate Public Defender, Public Defender, Sheriff, District Attorney, and Probation Department.

PROJECT ORGANIZATION:

The governance and management of the proposed Contract is consistent with ISAB's role in supporting the justice community.

	<p>PERFORMANCE METRICS:</p> <p>The services under this contract will be provided on a time and materials basis for technical application support, applying software updates, minor software enhancements and changes, and performing system upgrades.</p> <hr/> <p>STRATEGIC AND BUSINESS ALIGNMENT:</p> <p>Case360 is recognized as the case management platform for the County's justice community.</p> <hr/> <p>PROJECT APPROACH:</p> <p>Not applicable.</p> <hr/> <p>ALTERNATIVES ANALYZED:</p> <p>Capita Technology was the only proposer in response to ISAB's Request for Proposal for Case360 application maintenance services. Capita Technology's Fixed Hourly Rate of \$148.94 is inclusive of travel and incidental expenses for a maximum of 1,680 hours per year (at a not to exceed cost of \$250,000/year), for six years. The previous maintenance contract was at the rate of \$125.00 an hour for a maximum of 3,120 hours per year (not to exceed \$390,000/year) for four years.</p>								
<b>Technical Analysis</b>	<p>ANALYSIS OF PROPOSED IT SOLUTION:</p> <p>Not applicable.</p>								
<b>Financial Analysis</b>	<p>BUDGET:</p> <p>Contract costs</p> <p>Ongoing annual costs:</p> <table border="0"> <tr> <td>Hardware .....</td> <td>\$ N/A</td> </tr> <tr> <td>Software .....</td> <td>\$ N/A</td> </tr> <tr> <td>Services .....</td> <td>\$ Not to exceed \$250,000/yr. for six yrs.)</td> </tr> <tr> <td><b>Total Contract Cost: .....</b></td> <td><b>\$ 1,500,000</b></td> </tr> </table>	Hardware .....	\$ N/A	Software .....	\$ N/A	Services .....	\$ Not to exceed \$250,000/yr. for six yrs.)	<b>Total Contract Cost: .....</b>	<b>\$ 1,500,000</b>
Hardware .....	\$ N/A								
Software .....	\$ N/A								
Services .....	\$ Not to exceed \$250,000/yr. for six yrs.)								
<b>Total Contract Cost: .....</b>	<b>\$ 1,500,000</b>								
<b>Risk Analysis</b>	<p>RISK MITIGATION:</p> <ol style="list-style-type: none"> <li>1. The proposed Application Management Services will ensure that Case360 applications are supported and remain current.</li> <li>2. The Chief Information Security Officer (CISO) has reviewed the Contract and did not identify any security or privacy related issues.</li> </ol>								
<b>CIO Approval</b>	<p>PREPARED BY:</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">   <hr/> <p>Fred Nazarbegian, Sr. Associate CIO</p> </div> <div style="text-align: center;"> <p>10-13-16</p> <hr/> <p>Date</p> </div> </div> <hr/> <p>APPROVED:</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">   <hr/> <p>Peter Loo, Acting Chief Information Officer</p> </div> <div style="text-align: center;"> <p>10/13/16</p> <hr/> <p>Date</p> </div> </div>								



**CONTRACT  
BY AND BETWEEN  
THE COUNTY OF LOS ANGELES  
AND  
CAPITA INFORMATION SYSTEMS, INC.  
AND  
CAPITA TECHNOLOGIES, INC.  
FOR  
CASE360 APPLICATION MANAGEMENT SERVICES**

**NOVEMBER 2016**

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**EXHIBITS**

EXHIBIT A	Scope of Work
	ATTACHMENT A.1 SKILLS REQUIREMENTS
EXHIBIT B	Pricing Schedule
EXHIBIT C	Schedule of Services
EXHIBIT D	Contractor's EEO Certification
EXHIBIT E	County's Administration
EXHIBIT F	Contractor's Administration
EXHIBIT G	Confidentiality and Assignment Agreement
EXHIBIT H	Jury Service Ordinance
EXHIBIT I	Safely Surrendered Baby Law
EXHIBIT J	Defaulted Property Tax Reduction Program Ordinance
EXHIBIT K	Request For Proposals (RFP) – Incorporated by Reference
EXHIBIT L	Contractor's Proposal – Incorporated by Reference

**CONTRACT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CAPITA INFORMATION SYSTEMS, INC.  
AND  
CAPITA TECHNOLOGIES, INC.  
FOR  
CASE360 APPLICATION MANAGEMENT SERVICES**

This Contract, including all Exhibits and Attachments, is made and entered into this \_\_\_\_ day of November, 2016 by and between the County of Los Angeles (hereinafter "County") on behalf of its Information Systems Advisory Body (hereinafter "Department") and Capita Information Systems, Inc. and Capita Technologies, Inc. (hereinafter jointly and severally "Contractor"), located at 4000 Westerly Place, Suite 110, Newport Beach, CA 92660.

**RECITALS**

WHEREAS, County may contract with private businesses for consulting services (hereinafter "Services" or "Maintenance Services") relating to maintenance and enhancement of Case360 Software when certain requirements are met; and

WHEREAS, Contractor possesses the necessary skills, qualifications, competence, license and expertise and, therefore, is qualified to perform such Services; and

WHEREAS, County does not have the requisite technical staff with the specific skills and expertise necessary to perform the Services; and

WHEREAS, County is authorized by the California Government Code, Section 31000 to contract for special services, including the Services described herein; and

WHEREAS, based upon an open competitive selection process, the Department has recommended to County's Board of Supervisors the selected Contractor that is prepared and desires to provide to County the Services as described herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the parties agree as follows:

**1. INTERPRETATION**

**1.1 APPLICABLE DOCUMENTS**

The body of this document (hereinafter "Base Contract"), including without limitation the Recitals hereto along Exhibits A, B, C, D, E, F, G, H, I and J and all Attachments thereto, attached hereto, and Exhibits K and L, not attached hereto, are all incorporated herein by reference and collectively form and throughout and hereinafter are referred to as the "Contract". In the event of any conflict or inconsistency in the definition or interpretation of any word,



responsibility, schedule or the contents or description of any task, deliverable, goods, service or other work, or otherwise between this base Contract and the Exhibits and Attachments thereto, or between Exhibits and Attachments, such conflict or inconsistency shall be resolved by giving precedence first to this Base Contract and then to the Exhibits and Attachments according to the following descending priority:

- EXHIBIT A – Statement of Work
  - Attachment A.1 – Skills Requirements
- EXHIBIT B – Pricing Schedule
- EXHIBIT C – Schedule of Services
- EXHIBIT D – Contractor’s EEO Certification
- EXHIBIT E – County’s Administration
- EXHIBIT F – Contractor’s Administration
- EXHIBIT G – Confidentiality and Assignment Agreement
- EXHIBIT H – Jury Service Ordinance
- EXHIBIT I – Safely Surrendered Baby Law
- EXHIBIT J – Defaulted Property Tax Reduction Program Ordinance
- EXHIBIT K – Request for Proposals (RFP)
- EXHIBIT L – Contractor’s Proposal

## **1.2 ENTIRE CONTRACT**

This Contract, including all Exhibits and Attachments thereto, constitutes the complete and exclusive statement of understanding between the parties and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of the Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8 (Change Notices and Amendments) and signed by both parties.

## **2. DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

### **2.1 ACCEPTANCE**

As used herein, the term “Acceptance” shall County’s written approval in accordance with the terms of this Contract of a Work Order or any other Services provided by Contractor to County under the Contract.

### **2.2 BASE CONTRACT**

As used herein, the term “Base Contract” shall have the meaning specified in the Recitals above.

**2.3 BUSINESS DAY**

As used herein, the term “Business Day” shall mean Monday through Friday, excluding County observed holidays.

**2.4 BOARD OF SUPERVISORS; BOARD**

As used herein, the terms “Board of Supervisors” and “Board” shall mean County’s Board of Supervisors.

**2.5 CASE360 APPLICATION MANAGEMENT SERVICES; SERVICES**

As used herein the terms “Case360 Application Management Services” and “Services” shall mean the services relating to the maintenance of systems using the Case360 Software, including upgrades, enhancements and support, to be provided by Contractor during the term of, and pursuant to the terms of, this Contract, as described in Exhibit A (Scope of Work) and any executed Work Order and further specified in the Recitals.

**2.6 CASE360 SOFTWARE; SOFTWARE**

As used herein the terms “Case360 Software” and “Software” shall mean the software operated and maintained by County for its criminal justice agencies, with respect to which Contractor shall provide Services under this Contract.

**2.7 CONFIDENTIAL INFORMATION**

As used herein, the term “Confidential Information” shall have the meaning specified in Paragraph 15.1.1 (Confidential Information).

**2.8 CONFIDENTIALITY AGREEMENT**

As used herein, the term “Confidentiality Agreement” shall mean and refer to the terms and conditions of Exhibit G (Confidentiality and Assignment Agreement).

**2.9 CONSULTANT**

As used herein, the term “Consultant” shall mean any one of the persons provided by Contractor under the Contract for the provision of Services hereunder.

**2.10 CONTRACT**

As used herein, the term “Contract” shall mean the agreement executed between County and Contractor consisting of the terms and conditions for the provision of the tasks, subtask, deliverables, goods, services and other work set forth herein, including Exhibit A (Scope of Work), as further defined in Paragraph 1.1 (Applicable Documents).

**2.11 CONTRACT SUM**

As used herein, the term “Contract Sum” shall have the meaning specified in Paragraph 5.1 under Paragraph 5 (Contract Sum).

**2.12 CONTRACTOR**

As used herein, the term “Contractor” shall mean the sole proprietor, partnership or corporation that has entered into a Contract with County to perform the Services hereunder.

**2.13 CONTRACTOR'S ADMINISTRATION**

As used herein, the term "Contractor's Administration" shall have the meaning specified in Paragraph 7.1 (Contractor's Administration).

**2.14 CONTRACTOR'S PROJECT MANAGER**

As used herein, the term "Contractor's Project Manager" shall have the meaning specified in Paragraph 7.2 (Contractor's Project Manager).

**2.15 COUNTY**

As used herein, the term "County" shall mean the County of Los Angeles, California.

**2.16 COUNTY MATERIALS**

As used herein, the term "County Materials" shall have the meaning specified in Paragraph 45 (Proprietary Rights).

**2.17 COUNTY'S PROJECT DIRECTOR**

As used herein, the term "County's Project Director" shall have the meaning specified in Paragraph 6.2 (County's Project Director).

**2.18 COUNTY'S PROJECT MANAGER**

As used herein, the term "County's Project Manager" shall have the meaning specified in Paragraph 6.3 (County's Project Manager).

**2.19 DAY(S)**

As used herein, the term "day(s)", whether singular or plural, shall mean calendar day(s), unless otherwise specified.

**2.20 DEFICIENCY; DEFICIENCIES**

As used herein, the term "Deficiency(ies)", whether singular or plural, shall mean and include, as applicable, any malfunction, error or defect in the design, development, implementation, materials, workmanship and/or Services provided by Contractor under this Contract; any failure to meet or comply with, or deviation from, the requirements of this Contract, including the Statement of Work and/or any Work Order hereunder, mutually agreed upon standards, industry standards or any other representations or warranties by Contractor under this Contract regarding the Services relating to any Work Order or any other Services or work provided by Contractor hereunder.

**2.21 DELIVERABLES(S)**

As used herein, the terms "Deliverable(s)" and "deliverable(s)", whether singular or plural, shall mean the Services to be performed by Contractor under this Contract, including those set forth in Exhibit A (Scope of Work) and any applicable Work Order.

**2.22 DEPARTMENT; ISAB**

As used herein, the terms "Department" and "ISAB" shall mean County's Information Systems Advisory Body.

**2.23 DIRECTOR; ISAB DIRECTOR**

As used herein, the terms “Director” and “ISAB Director” shall mean and refer to the Director of ISAB.

**2.24 EFFECTIVE DATE**

As used herein, the term “Effective Date” shall mean the date of execution of this Contract by County and Contractor.

**2.25 EXISTING SYSTEMS**

As used herein, the term “Existing System(s)” shall mean and refer to the Department’s currently existing and operational systems.

**2.26 FISCAL YEAR**

As used herein, the term “Fiscal Year” shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.

**2.27 FIXED HOURLY RATE**

As used herein, the term “Fixed Hourly Rate” shall be the not-to-exceed blended hourly rate specified in Exhibit B (Pricing Schedule) at which Contractor shall provide any time and material Services under this Contract.

**2.28 MAINTENANCE SERVICES**

As used herein, the term “Maintenance Services” shall have the same meaning as “Services”.

**2.29 MAXIMUM FIXED PRICE**

As used herein, the term “Maximum Fixed Price” shall mean a not-to-exceed amount to be paid by County to Contractor for Services provided by Contractor pursuant to an agreed upon Work Order.

**2.30 PRICING SCHEDULE**

As used herein, the term “Pricing Schedule” shall mean and refer to the schedule of pricing terms relating to this Contract as specified in Exhibit B (Pricing Schedule).

**2.31 PROJECT PLAN**

As used herein, the term “Project Plan” shall mean a plan for performance of any Services by Contractor under this Contract pursuant to an agreed upon Work Order.

**2.32 PROPOSER; VENDOR**

As used herein, the terms “Proposer” and “Vendor” shall mean, for purposes of the Contract, the firm selected by County to provide the Services hereunder as a result of the Case360 Application Management Services RFP.

**2.33 REQUEST FOR PROPOSALS; RFP; CASE360 APPLICATION MANAGEMENT SERVICES RFP**

As used herein, the terms “Request for Proposals”, “RFP” and “Case360 Application Management Services RFP” shall mean and refer to the County Request for Proposals (RFP) for Case360 Application Management Services, as a result of which Contractor was selected to provide Services hereunder.

**2.34 SKILLS REQUIREMENTS**

As used herein, the term “Skills Requirements” shall mean technical and other skills Contractor, including all Consultants providing Services under the Contract must possess in order to perform Services specified in this Contract, including Attachment A.1 (Skills Requirements).

**2.35 STATE**

As used herein, the term “State” shall mean the State of California, USA.

**2.36 STATEMENT OF WORK; SCOPE OF WORK; SOW**

As used herein, the terms “Statement of Work”, “SOW” and “Scope of Work” shall mean and refer to the tasks, subtasks, deliverables, goods, services and other work set forth in Exhibit A (Scope of Work), including all Attachments thereto, or any Work Order or otherwise provided by Contractor to County under the terms of the Contract.

**2.37 TASK(S)**

As used herein, the terms “Task(s)” and “task(s)”, whether singular or plural, shall mean any of the areas of Services to be performed by Contractor under this Contract, including those set forth in Exhibit A (Scope of Work) and any applicable Work Order.

**2.38 WARRANTY PERIOD**

As used herein, the term “Warranty Period” shall have the meaning specified in Paragraph 65.1 (Warranty Period).

**2.39 WORK ORDER**

As used herein, the term “Work Order” shall mean the agreed upon terms of any component of agreed upon Services that may be provided by Contractor to County pursuant to this Contract.

**3. WORK****3.1 SCOPE OF WORK**

In exchange for County’s payment to Contractor of the applicable fees arising under the Contract and invoiced by Contractor, Contractor shall on a timely basis provide, complete, deliver and implement all tasks, subtasks, deliverables, goods, services and other work set forth in this Contract (hereinafter also “Services”), including those set forth in Exhibit A (Statement of Work) and any Work Orders executed hereunder, whether on a fixed price or time and materials basis, as authorized by County's Project Director or designee. Contractor shall perform all such Services in accordance with Exhibit A (Statement of Work) with all Attachments thereto, any executed Work Orders and any other applicable provisions set forth in the Contract at the applicable rates and prices specified in Exhibit B (Price and Schedule of Payment), any applicable Maximum Fixed Price and any other pricing terms agreed to by the parties in accordance with the terms of the Contract.

Upon completion by Contractor and approval by County of the Services requested by County and set forth in Exhibit A (Scope of Work) or in any executed Work Order or otherwise provided on a time and materials basis, County will update the log of Services in Exhibit C (Schedule of Services) accordingly.

### **3.2 APPROVAL OF WORK**

All Services provided by Contractor under this Contract must have the written approval of County's Projector or designee. In no event shall County be liable or responsible for any payment prior to such written approval.

Notwithstanding the foregoing, the timelines for County's approval of Contractor's Services and Contractor's curing of the problems shall not revise the dates for completion of Services in the Implementation Plan or Project Plan, as applicable.

### **3.3 UNAPPROVED WORK**

If Contractor provides any tasks, subtasks, deliverables, goods, services or other work to County other than those specified in this Contract, or if Contractor provides such items requiring County's prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of Contractor.

## **4. TERM OF CONTRACT**

- 4.1 The term of this Contract shall commence upon the Effective Date and shall continue for six (6) years thereafter, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County's Project Director, with a copy to County's Project Manager, at the address set forth in Exhibit E (County's Administration).
- 4.3 County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a Contract term extension option.

## **5. CONTRACT SUM**

- 5.1 The Contract Sum under this Contract shall be the maximum total monetary amount payable by County to Contractor for supplying all tasks, subtasks, deliverables, goods, services and other work provided by Contractor during the term of the Contract and shall not exceed One-million Five-hundred thousand Dollars (\$1,500,000), as further detailed in Exhibit B (Pricing Schedule). There is no guarantee that the entire Contract Sum amount shall be paid to Contractor under the Contract.
- 5.2 Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with County's express prior written consent witnessed by a written Amendment to the Contract, which is formally approved and executed by the parties.
- 5.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum. Upon occurrence of this

event, Contractor shall send written notification to County's Project Director, with a copy to County's Project Manager, at the address set forth in Exhibit E (County's Administration).

**5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF CONTRACT**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

**5.5 INVOICES AND PAYMENTS**

- 5.5.1 Contractor shall invoice County only for providing the tasks, subtasks, deliverables, goods, services and other work specified in Exhibit A (Scope of Work) and elsewhere hereunder, including any applicable Work Order. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Contract. Contractor's payments shall be as provided in Exhibit B (Pricing Schedule). Unless otherwise agreed to in a Work Order, Contractor shall be paid in arrears only for the tasks, subtasks, deliverables, goods, services and other work approved and accepted in writing by County. If County does not approve and accept work in writing, no payment shall be due to Contractor for that work.
- 5.5.2 Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule) and shall contain the information set forth in Exhibit A (Scope of Work) or any applicable Work Order describing the tasks, subtasks, deliverables, goods, services, and/or other work for which payment is claimed, including any applicable Maximum Fixed Price. Contractor's fees for Services provided hereunder, including the Fixed Hourly Rate, shall not increase beyond those specified in Exhibit B (Pricing Schedule) during the term of the Contract.
- 5.5.3 Contractor shall submit all invoices to County's Project Director, within thirty (30) calendar days following County's approval and acceptance of the Services invoiced at the addresses set forth in Exhibit E (County's Administration). The invoices shall be in a form approved by County's Project Director and shall meet the following requirements:
- (a) Invoices must contain the Contract Number.
  - (b) Invoices must contain the Contractor's Name, address and phone number.
  - (c) Invoices must include the number(s) and description of the Work Order and/or other Services being invoiced.

Any invoice submitted by Contractor that does not conform to the above, at the discretion of the Department, may not be considered as received and may not be processed or paid until it is replaced by a substitute invoice that does conform.

- 5.5.4 Payments for the Services provided under this Contract will be processed monthly in arrears within thirty (30) days following receipt by all necessary County personnel identified above, provided that Contractor is not in default under any provision of the Contract and has submitted a complete and accurate statement of payment due, along with supporting documentation.

Payment may be subject to deduction for failure to meet performance standards as defined in the Contract, the Statement of Work and/or any applicable Work Order.

- 5.5.5 County may delay the last payment due until one (1) month after the termination of the Contract. Contractor shall be liable for payment on thirty (30) days written notice of any offset authorized by the Contract not deducted from any payment made by County to Contractor.

5.5.6 COUNTY APPROVAL OF INVOICES

All invoices submitted by Contractor for payment must have the written approval of County's Project Manager prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 COUNTY'S RIGHT TO WITHHOLD PAYMENT

Notwithstanding any other provision of this Contract, and in addition to any rights of County given by law or provided in this Contract, County may upon written notice to Contractor withhold payment for any deliverable while Contractor, with no fault of County, is in default hereunder or default related to Services hereunder.

**6. ADMINISTRATION OF CONTRACT – COUNTY**

**6.1 COUNTY'S ADMINISTRATION**

A listing of all County personnel responsible for the administration of this Contract on behalf of County (hereinafter "County's Administration"), as referenced in this Paragraph 6 below, is set forth in Exhibit E (County's Administration). No member of County's Administration is authorized to make any changes in any of the terms and conditions of this Contract unless specifically authorized under Paragraph 8 (Change Notices and Amendments). Unless otherwise specified, reference to each of the persons identified in Exhibit E (County's Administration) shall also include his/her designee. County shall notify Contractor in writing of any change in the names or addresses shown therein.

**6.2 COUNTY'S PROJECT DIRECTOR**

County's Project Director will be responsible for ensuring that the objectives of this Contract are met. County's Project Director will have the right at all times to inspect any and all tasks, subtasks, deliverables, goods, other Services and other work provided by or on behalf of Contractor. All work performed under this Contract shall be subject to the approval of County's Project Director or designee.

**6.3 COUNTY'S PROJECT MANAGER**

County's Project Manager will be responsible for ensuring that the technical, business and operation standards and requirements of this Contract are met and for overseeing the day-to-day administration of this Contractor. County's Project Manager shall have full authority to supervise Contractor's performance in the daily operation of this Contract and shall also provide direction to Contractor in areas relating to policy, procedures and other matters within the purview of this Contract. County's Project Manager will on a regular basis interface with Contractor's Project Manager. County's Project Manager will report to County's Project Director regarding Contractor's performance with respect to the technical, business and operational standards and requirements of this Contract.



## **7. ADMINISTRATION OF CONTRACT – CONTRACTOR**

### **7.1 CONTRACTOR’S ADMINISTRATION**

A listing of all Contractor personnel responsible for the administration of this Contract on behalf of Contractor (hereinafter “Contractor’s Administration”), as referenced in this Paragraph 7 below, is set forth in Exhibit F (Contractor’s Administration). No member of Contractor’s Administration is authorized to make any changes in any of the terms and conditions of this Contract unless specifically authorized under Paragraph 8 (Change Notices and Amendments). Contractor shall notify County in writing of any change in the names or addresses shown. All staff employed by and/or on behalf of Contractor shall be adults who are fully fluent in both spoken and written English.

### **7.2 CONTRACTOR’S PROJECT MANAGER**

Contractor’s Project Manager shall be a full-time employee of Contractor who shall be responsible for Contractor’s performance of all Services under the Contract and for ensuring Contractor’s compliance with this Contract. Contractor’s Project Manager shall interface with County’s Project Manager and County’s Project Director on a regular basis and shall be available during business hours acceptable to County for telephone contact and/or meetings as required by County and shall report to County in the manner set forth in this Contract, including Exhibit A (Scope of Work).

### **7.3 APPROVAL OF CONTRACTOR’S STAFF**

Contractor shall provide qualified personnel, including any and all Consultants, providing any Services or other work under the Contract. County has the absolute right to approve or disapprove any member of Contractor’s Administration or any Consultants or other personnel providing Services under the Contract and any proposed changes in Contractor’s Administration staff or Consultants, including but not limited to Contractor’s Project Manager.

Contractor shall remove and replace any employee working on this Contract when requested to do so by County. Request will be submitted to Contractor by County in writing stating the reasons for the removal, provided that such reasons are based on reported instances of malfeasance, impropriety or violation of Contractor or County rules by the employee.

For any change affecting Contractor’s Administration or Contractor’s project personnel, Contractor shall submit to County Project Director, with a copy to County’s Project Manager, written notification and request to effect the requested change. County’s Project Director or designee may accept or reject such notification and request.

### **7.4 BACKGROUND AND SECURITY INVESTIGATIONS**

- 7.4.1 Each member of Contractor’s staff performing services under this Contract who is in a designated sensitive position, as determined by County in its sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform Services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of Contractor, regardless if the member of Contractor’s staff passes or fails the background investigation.

- 7.4.2 County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of this Contract. County will not provide to Contractor nor to Contractor's staff any information obtained through County conducted background clearance.
- 7.4.3 County may immediately, at its sole discretion, deny or terminate facility access to any of Contractor's staff that does not pass such investigation(s) to the satisfaction of County whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification, if any, of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all Services and other work in accordance with the terms and conditions of this Contract.

## **7.5 RULES AND REGULATIONS**

During the time when Contractor's employees, subcontractors or agents are at County facilities, such persons shall be subject to the applicable rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide Services under this Contract, with such rules and regulations. In the event that County determines that an employee, subcontractor or agent of Contractor has violated any applicable rule or regulation, County shall notify Contractor, and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the reported violation is not thereby corrected, then Contractor shall permanently withdraw its employee, subcontractor or agent from the provision of Services upon receipt of written notice from County that: (i) such employee, subcontractor or agent has violated such rules or regulations; or (ii) such employee's, subcontractor's or agent's actions, while on County premises, indicate that the employee, subcontractor or agent may adversely affect the provision of Services. Upon removal of any employee, subcontractor or agent, Contractor shall immediately replace the employee, subcontractor or agent and continue uninterrupted Services hereunder.

## **7.6 CONTRACTOR'S STAFF IDENTIFICATION**

Contractor shall, at its sole expense, furnish and require every on-duty employee providing services under this Contract at a County facility to wear a visible photo identification badge identifying employee by name, physical description and company. Such badge shall display on employee's person at all times he/she is on County designated property.

## **8. CHANGE NOTICES AND AMENDMENTS**

### **8.1 GENERAL**

No representative of either County or Contractor, including those named in this Contract, is authorized to make any changes in any of the terms, obligations or conditions of this Contract, except through the procedures set forth in this Paragraph 8. County reserves the right to change any portion of the work required under this Contract or to amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished only as provided in this Paragraph 8.

### **8.2 CHANGE NOTICES**

For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a Change Notice may be prepared in writing and signed by County's Project Director, or designee, and Contractor's Project Manager. Consistent with the foregoing, County's Project Director or designee is specifically authorized to execute Change

Notices to update Exhibit C (Schedule of Services) following completion of Work Orders or provision of any Services by Contractor.

### **8.3 AMENDMENTS**

Except as otherwise provided in this Contract, for any change which materially affects the scope of work or any term or condition included in this Contract, a negotiated Amendment to this Contract shall be required to be executed in writing by County's Board of Supervisors and Contractor's authorized representative(s). Notwithstanding the foregoing, the Director is specifically authorized to execute any Amendment for increases in the Contract Sum by up to ten percent (10%) cumulatively above the Contract Sum as of the Effective Date.

### **8.4 BOARD ORDERS**

County's Board of Supervisors, Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by Contractor's authorized representative(s) and the ISAB Director.

## **9. ASSIGNMENT AND DELEGATION**

- 9.1 Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 9.1, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
- 9.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in the form of an Amendment in accordance with applicable provisions of this Contract.
- 9.3 Any assumption, assignment, delegation or takeover of any of Contractor's duties, obligations, responsibilities or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout or any other mechanism, with or without consideration for any reason whatsoever, without County's express prior written approval shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 9.4 For any change affecting Contractor's Administration or Contractor's project personnel, Contractor shall submit to County Project Director, with a copy to County's Project Manager, written notification and request to effect the requested change. County's Project Director or designee may accept or reject such notification and request.

**10. AUTHORIZATION WARRANTY**

Contractor represents and warrants that the person executing this Contract on behalf of Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

**11. BUDGET REDUCTIONS**

In the event that County's Board of Supervisors adopts, in any Fiscal Year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Contract correspondingly for that Fiscal Year and any subsequent Fiscal Year during the term of this Contract (including any extensions), and the Services and other work to be provided by Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the Services and other work set forth in this Contract.

**12. COMPLIANCE WITH APPLICABLE LAWS**

- 12.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 12.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 12 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

**13. COMPLIANCE WITH CIVIL RIGHTS LAWS**

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with Exhibit D (Contractor's EEO Certification).

**14. COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM****14.1 JURY SERVICE PROGRAM**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit H (Jury Service Ordinance) and incorporated herein by reference.

**14.2 WRITTEN EMPLOYEE JURY SERVICE POLICY**

- 14.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
- 14.2.2 For purposes of this Paragraph 14, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Contract, the subcontractor shall also be subject to the provisions of this Paragraph 14. The provisions of this Paragraph 14 shall be inserted into any such subcontract agreement, and a copy of the Jury Service Program shall be attached to the agreement.
- 14.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- 14.2.4 Contractor's violation of this Paragraph 14 of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **15. CONFIDENTIALITY AND SECURITY**

### **15.1 CONFIDENTIALITY**

#### **15.1.1 CONFIDENTIAL INFORMATION**

Contractor shall maintain the confidentiality of all records and information, events and circumstances which occur during the course of Contractor's performance under the Contract, including County Materials (hereinafter "Confidential Information"), in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, guidelines, policies and procedures, and directives relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

Contractor shall inform all of its officers, employees, agents and subcontractors providing Services or other work hereunder of the confidentiality provisions of this Contract. Contractor shall ensure that each Consultant and any other person performing work for or on behalf of Contractor shall sign and adhere to the terms and conditions set forth in Exhibit G (Confidentiality and Assignment Agreement) prior to commencing any work under the Contract. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which Contractor discloses such confidential information.

#### **15.1.2 DISCLOSURE OF INFORMATION**

With respect to any Confidential Information obtained by Contractor pursuant to the Contract, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Contract; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Contract, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Contract, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

Without limiting the generality of the preceding paragraph, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify County's Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

### **15.2 SECURITY**

#### **15.2.1 SYSTEM SECURITY**

Notwithstanding anything to the contrary herein, Contractor shall provide all Services hereunder utilizing security technologies and techniques in accordance with the industry standards, Contractor's best practices and applicable County security policies, procedures and requirements set forth in this Contract or otherwise as required by law, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks.

Without limiting the generality of the foregoing, Contractor shall implement and use network management and maintenance applications and tools and fraud prevention and detection and encryption technologies and prevent the introduction of any disabling device into the Case360 Software system. In no event shall Contractor's actions or inaction result in any situation that is less secure than the security that Contractor then provides for its own systems and data.

#### **15.2.2 SYSTEM DATA SECURITY**

Contractor hereby acknowledges the right of privacy of all persons as to whom there exists in any system data or any other County data. Contractor shall protect, secure and keep confidential all such County data in compliance with all federal, state and local laws, rules, regulations, ordinances, and publicly known guidelines and directives, relating to confidentiality and information security, including any breach of the security of the Case360 Software system, such as any unauthorized acquisition of system data that compromises the security, confidentiality or integrity of personal information. Further, Contractor shall take all reasonable actions necessary or advisable to protect all system data in its possession, custody or control from loss or damage by any cause, including fire, theft or other catastrophe. In addition, if requested by County's Project Manager, Contractor shall provide notification to all persons whose unencrypted personal information was, or is reasonably believed to have been, acquired by any unauthorized person, and the content, method and timing of such notification shall be subject to the prior approval of County's Project Manager. Contractor shall not use system data for any purpose or reason other than to fulfill its obligations under this Contract.

#### **15.2.3 DATA DESTRUCTION**

Unless otherwise required by law, contractors that have maintained, processed or stored County data and/or information, including County Materials, have the responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization found at <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>. Contractor will comply with the NIST standards by validating that Contractor has performed the proper method of sanitization (destruction, clearing, purging, etc.) of County data and/or information imported by Contractor onto its hardware or any storage media during the term of the Contract. County must receive from Contractor, within thirty (30) calendar days of the termination or expiration of this Contract, a signed document which certifies and validates that any such County data and information, which resided on such Contractor's hardware or storage media at any time during the term of the Contract, was properly destroyed and sanitized by being placed in one or more of the following storage conditions: unusable, unreadable and/or indecipherable.

### **15.3 INDEMNIFICATION**

Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 15, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 15 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Contractor shall not have

the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

**16. CONFLICT OF INTEREST**

- 16.1 No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
- 16.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 15.3 shall be a material breach of this Contract.

**17. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should Contractor require additional or replacement personnel after the Effective Date to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the term of this Contract.

**18. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

- 18.1 Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor.
- 18.2 In the event that both the laid-off County employees and the GAIN/GROW participants are available for hiring, County employees shall be given first priority.

**19. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

**19.1 RESPONSIBLE CONTRACTOR**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is County's policy to conduct business only with responsible contractors.



## **19.2 CHAPTER 2.202 OF THE COUNTY CODE**

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

## **19.3 NON-RESPONSIBLE CONTRACTOR**

County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

## **19.4 CONTRACTOR HEARING BOARD**

- 19.4.1 If there is evidence that Contractor may be subject to debarment, County will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 19.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 19.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 19.4.4 If Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of County.
- 19.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (i) Contractor has been debarred for a period longer than five (5) years; (ii) the debarment has been in effect for at least five (5) years; and (iii) the request is in writing, states

one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- 19.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

**19.5 SUBCONTRACTORS OF CONTRACTOR**

These terms of this Paragraph 19 shall also apply to subcontractors of County contractors.

**20. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

**21. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

- 21.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 21.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**22. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

**23. COUNTY'S QUALITY ASSURANCE PLAN**

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvements/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

**24. DAMAGE TO COUNTY FACILITIES, BUILDINGS AND GROUNDS**

- 24.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 24.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

**25. EMPLOYMENT ELIGIBILITY VERIFICATION**

- 25.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 25.2 Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

**26. FACSIMILE REPRESENTATIONS**

County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and Change Notices prepared pursuant to Paragraph 8 (Change Notices and Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments and Change Notices to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

**27. FAIR LABOR STANDARDS**

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

**28. FORCE MAJEURE**

- 28.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph 28 as "force majeure events").
- 28.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 28, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 28.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

**29. GOVERNING LAW, JURISDICTION AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

**30. INDEPENDENT CONTRACTOR STATUS**

- 30.1 This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 30.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 30.3 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.
- 30.4 Contractor shall adhere to the provisions stated in Paragraph 15 (Confidentiality).

**31. INDEMNIFICATION**

Notwithstanding any provision of this Contract to the contrary, whether expressly or by implication, Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers ("County Indemnities"), from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract, except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.

Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 31 shall be conducted by Contractor and performed by counsel selected by Contractor.

Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense.

**32. INSURANCE****32.1 GENERAL**

Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 32, including Paragraph 32.3 (Insurance Requirements), of this Base Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract.

**32.2 EVIDENCE OF COVERAGE AND NOTICE TO COUNTY**

- 32.2.1 A certificate(s) of insurance coverage (hereinafter "Certificate") satisfactory to County and a copy of an Additional Insured endorsement confirming that County and its Agents (defined below) have been given Insured status under Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 32.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- 32.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- 32.2.4 Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to County's Project Director, with a copy to County's Project Manager, at the address set forth in Exhibit E (County's Administration).

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

**32.3 INSURANCE REQUIREMENTS****32.3.1 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

32.3.2 INSURER FINANCIAL RATINGS

Coverage shall be placed with insurers acceptable to County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

32.3.3 CONTRACTOR'S INSURANCE SHALL BE PRIMARY

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

32.3.4 WAIVERS OF SUBROGATION

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

32.3.5 SUBCONTRACTOR INSURANCE COVERAGE REQUIREMENTS

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

32.3.6 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRs)

Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

32.3.7 CLAIMS MADE COVERAGE

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the Effective Date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

32.3.8 APPLICATION OF EXCESS LIABILITY COVERAGE

Contractor may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

32.3.9 SEPARATION OF INSUREDs

All liability policies shall provide cross liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

**32.3.10 ALTERNATIVE RISK FINANCING PROGRAMS**

County reserves the right to review, and then approve, Contractor's use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program.

**32.3.11 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS**

County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

**32.4 CANCELLATION OF OR CHANGES IN INSURANCE**

Contractor shall provide County, or Contractor's insurance policies shall contain, a provision that County shall receive written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance of any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Contract, in the sole discretion of County, upon which County may suspend or terminate this Contract.

**32.5 FAILURE TO MAINTAIN INSURANCE**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the Required Insurance and, without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

**32.6 INSURANCE COVERAGE REQUIREMENTS**

**32.6.1 GENERAL LIABILITY**

Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

**32.6.2 AUTOMOBILE LIABILITY**

Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.



**32.6.3 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**

Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

**32.6.4 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS**

Professional Liability/Errors and Omissions Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

**33. INTELLECTUAL PROPERTY INDEMNIFICATION**

- 33.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Contract. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.
- 33.2 In the event any equipment, software or services product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:
- Procure for County all rights to continued use of the questioned equipment, software or services product; or
  - Replace the questioned equipment, software or services product with a non-questioned item; or
  - Modify the questioned equipment, software or services product so that it is free of claims.
- 33.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

**34. LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES**

Contractor shall obtain and maintain in effect during the term of this Contract all licenses, permits, registrations, accreditations and certificates, if any, required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to the performance of this Contract, and shall further ensure that all of its officers, employees and agents who perform Services and other work hereunder shall obtain and maintain in effect during the term of this Contract all licenses, permits, registrations, accreditations and certificates which are applicable to their performance of Services and other work hereunder. A copy of each such license, permit, registration, accreditation and certificate required by law shall be provided to County's Project Director, with a copy to County's Project Manager, at the address set forth in Exhibit E (County's Administration) upon request.

**35. LIQUIDATED DAMAGES**

- 35.1 If, in the judgment of the Director, or designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to Contractor from County, will be forwarded to Contractor by the Director, or designee, in a written notice describing the reasons for said action.
- 35.2 If the Director, or designee, determines that there are deficiencies in the performance of this Contract that the Director, or designee, deems are correctable by Contractor over a certain time span, the Director, or designee, will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Director, or designee, may:
- (a) Deduct from Contractor's payment, pro rata, those applicable portions of the monthly amounts due to Contractor; and/or
  - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction and that Contractor shall be liable to County for liquidated damages in said amount. Said amount shall be deducted from County's payment to Contractor; and/or
  - (c) Upon giving five (5) days' notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies, and the total costs incurred by County for completion of the work by an alternate source, including County personnel or another contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.
- 35.3 The action noted in Paragraph 35.2 above shall not be construed as a penalty, but as adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Contract.

35.4 This Paragraph 33 shall not, in any manner, restrict or limit County's right to damages for any breach of this Contract provided by law or as specified in Paragraph 35.2 above or otherwise in this Contract and shall not, in any manner, restrict or limit County's right to terminate this Contract as agreed to herein.

**36. NONDISCRIMINATION AND AFFIRMATIVE ACTION**

36.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

36.2 Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

36.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

36.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

36.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

36.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 36 when so requested by County.

36.7 If County finds that any provisions of this Paragraph 36 have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

36.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

**37. NON-EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

**38. NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

**39. NOTICE OF DISPUTES**

Contractor shall bring to the attention of County's Project Director and County's Project Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If County's Project Director, with assistance from County's Project Manager, is not able to resolve the dispute, the ISAB Director or designee shall resolve it.

**40. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

**41. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**42. NOTICES**

- 42.1 Notices required or permitted to be given under the terms of this Contract or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box.

The notices and envelopes containing same to County shall be addressed to the applicable parties as identified in Exhibit E (County's Administration).

The notices and envelopes containing same to Contractor shall be addressed to the applicable parties as identified in Exhibit F (Contractor's Administration).

Addresses may be changed by either party giving ten (10) day's prior written notice thereof to the other. The Director's designee shall have the authority to issue all notices or demands required or permitted by County under this Contract.

- 42.2 In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor.

**43. PROHIBITION AGAINST INDUCEMENT AND PERSUASION**

Notwithstanding the above, Contractor and County agree that, during the term of this Contract and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

**44. PROHIBITION FROM INVOLVEMENT IN THE BIDDING PROCESS ON FUTURE SOLICITATIONS**

Contractor understands and agrees that neither Contractor nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposals developed or prepared by or with the assistance of Contractor's Services rendered pursuant to this Contract, whether as a prime contractor or subcontractor, or as a contractor to any other prime contractor or subcontractor. Any such involvement by Contractor shall result in the rejection by County of the bid or proposal by the prime contractor in question.

**45. PROPRIETARY RIGHTS**

- 45.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, tools, designs, information, data, plans, designs, diagrams, reports, records, documents and other work products (hereafter "County Materials") which are originated or created through Contractor's work pursuant to this Contract. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in County all of Contractor's right, title and interest in and to such County Materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Contract. Contractor shall ensure that each person providing work for or on behalf of Contractor, including all Consultants and Contractor's Project Manager, shall fully execute Exhibit G (Confidentiality and Assignment Agreement) prior to commencing any work under the Contract.
- 45.2 During the term of this Contract and for five (5) years thereafter, Contractor shall maintain and provide security for all of Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use, at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 45.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Director or designee as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 45.4 Notwithstanding any other provision of this Contract, County will not be obligated to Contractor in any way under Paragraph 45.3 above for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 45.3 above or for any disclosure which County is required to make under any state or federal law or order of court.

45.5 All the rights and obligations of this Paragraph 45 shall survive the expiration or termination of this Contract.

**46. PUBLIC RECORDS ACT**

46.1 Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books and accounting records pursuant to Paragraph 48 (Record Retention and Inspection/Audit Settlement) of this Contract as well as any documents which were submitted in response to the RFP or used in the solicitation process for this Contract shall become the exclusive property of County. All such documents shall become a matter of public record and shall be regarded as public records. Exceptions will be those elements that meet the exceptions set forth in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential" or "proprietary". County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

46.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential" or "proprietary", Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

**47. PUBLICITY**

47.1 Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under this Contract within the following conditions:

- Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Project Director or designee. County shall not unreasonably withhold written consent.

47.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 47 shall apply.

**48. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to

County during the term of this Contract and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 48.1 In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 48.2 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 48 shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract.
- 48.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either (a) repaid by Contractor to County by cash payment upon demand or (b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

#### **49. RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

#### **50. STANDARD OF SERVICES**

Contractor's Services required by this Contract shall during the term of the Contract conform to reasonable commercial standards as they exist in Contractor's profession or field of practice. If Contractor's services or other work provided under this Contract fail to conform to such standards, upon notice from County specifying the failure of performance, Contractor shall, at Contractor's sole expense, provide the applicable remedy as specified in this Contract, including Exhibit A (Scope of Work) and any applicable Work Order. Contractor shall, at its own expense, correct any data in which (and to the extent that) errors have been caused by Contractor, its Services or by any other tools introduced by Contractor into the Case360 Software system for the purpose of performing Services under this Contract or otherwise.

**51. SUBCONTRACTING**

- 51.1 The requirements of this Contract may not be subcontracted by Contractor without the advance approval of County. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this Contract.
- 51.2 If Contractor desires to subcontract, Contractor shall provide the following information promptly upon County's request:
- (a) A description of the work to be performed by the subcontractor;
  - (b) A draft copy of the proposed subcontract; and
  - (c) Other pertinent information and/or certifications requested by County.
- 51.3 Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 51.4 Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
- 51.5 County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.
- 51.6 County's Project Director is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by County, Contractor shall forward a fully executed subcontract to County for its files.
- 51.7 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
- 51.8 Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the required insurance provisions set forth in this Contract.

**52. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 21 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Contract pursuant to Paragraph 55 (Termination for Default) and pursue debarment of Contractor pursuant to County Code Chapter 2.202.



**53. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 22 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program), shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor pursuant to County Code Chapter 2.206.

**54. TERMINATION FOR CONVENIENCE**

54.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

54.2 After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

54.3 Subject to the provisions of Paragraphs 54.1 and 54.2 above, County and Contractor shall negotiate an equitable amount to be paid to Contractor by reason of the total or partial termination of work pursuant to this Paragraph 54. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. County shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.

**55. TERMINATION FOR DEFAULT**

55.1 County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of County:

- (a) Contractor fails to perform or comply with the requirements of this Contract, including the Statement of Work or any Work Order executed hereunder, or otherwise materially breaches this Contract; or
- (b) Contractor fails to timely provide and/or satisfactorily perform any task, subtask, deliverable, goods, service or other work within the times specified in this Contract, including any Project Plan; or
- (c) Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) Business Days (or

such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure;

and, unless a shorter cure period is expressly provided in this Contract, does not cure such failure or fails to correct such material breach within thirty (30) days (or such longer period as County may authorize in writing) of receipt of written notice from County specifying such failure or breach, except that Contractor shall not be entitled to any cure period, and County may terminate immediately, in the event that Contractor's failure to perform or comply is not reasonably capable of being cured.

- 55.2 If, after County has given notice of termination under the provisions of this Paragraph 55, it is determined by County that Contractor was not in default under the provisions of this Paragraph 55, or that the default was excusable under the provisions of Paragraph 54 (Termination for Convenience), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 54 (Termination for Convenience).
- 55.3 The rights and remedies of County provided in this Paragraph 55 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **56. TERMINATION FOR IMPROPER CONSIDERATION**

- 56.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 56.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 56.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

## **57. TERMINATION FOR INSOLVENCY**

- 57.1 County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
  - The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
  - The appointment of a Receiver or Trustee for Contractor; or

- The execution by Contractor of a general assignment for the benefit of creditors.
- 57.2 The rights and remedies of County provided in this Paragraph 57 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**58. TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE**

Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately terminate or suspend this Contract.

**59. TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future Fiscal Years unless and until the Board of Supervisors appropriates funds for this Contract in County's budget for each such future Fiscal Year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

**60. EFFECT OF TERMINATION**

In the event County terminates this Contract in whole or in part as provided herein, then:

1. Contractor shall promptly return to County any and all of County's Confidential Information and the County Materials that relate to that portion of the Contract and work terminated by County; and
2. Contractor shall transfer and deliver to County all completed work and work in progress, in a media reasonably requested by County; and
3. County shall have the possession and access to the source code of any software or programs developed or modified as a result of providing Services hereunder; and
4. County shall have the right to procure, upon such terms and in such a manner as County may deem appropriate, goods, services, and other work, similar to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar goods, services, and other work; and
5. Contractor and County shall continue the performance of this Contract to the extent not terminated; and
6. Contractor shall perform destruction of data and/or information as specified in Paragraph 15.2.3 (Data Destruction), to the extent applicable; and
7. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with Paragraph 48 (Record Retention and Inspection/Audit Settlement); and

8. After receipt of the notice of termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than one (1) month from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine, on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

**61. TIME OFF FOR VOTING**

Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (California Elections Code Section 14000). Not less than ten (10) calendar days before every statewide election, every Contractor and subcontractor shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of California Elections Code Section 14000.

**62. VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

**63. WAIVER**

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 56 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**64. WARRANTY AGAINST CONTINGENT FEES**

- 64.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- 64.2 For breach of this warranty, County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**65. WARRANTIES**

Contractor represents and warrants that Contractor shall provide all Services under this Contract without Deficiencies or other defects in accordance with the terms and conditions hereunder and applicable Acceptance criteria set forth in the Statement of Work. Contractor warrants that it shall promptly correct any and all Deficiencies in the Services provided hereunder in accordance with this Paragraph 65. The correction of all such Deficiencies shall be at no cost to County during the applicable Warranty Period.

## **65.1 WARRANTY PERIOD**

Contractor shall support County in maintaining Case360 Software developed applications in production environment for thirty (30) days following completion of any system modifications or enhancements (hereinafter “Warranty Period”) at no cost to County.

In the event of a Deficiency during the Warranty Period, Contractor shall provide corrective measures at no cost to County as follows:

1. In the case of Case360 Software developed applications, Contractor shall correct any and all Deficiencies in the application software, including, but not limited to, supplying County with corrective or replacement codes and/or programs and making such additions, modifications and/or adjustments to the application as may be necessary to keep it operating in conformance with the applicable specifications.
2. In the case of hardware supplied by County for the purpose of running Case360 Software applications, Contractor shall identify to County the particular hardware component(s) causing the Deficiency and shall assist County in repairing and/or de-installing and replacing such hardware component(s), or any part thereof, which fail to function according to the applicable specifications, as determined by County’s Project Director.
3. In the case of third party software supplied by County, Contractor shall identify to County the particular third party software component(s) causing the Deficiency and shall assist County in repairing and/or de-installing and replacing such third party software component(s), or any part thereof, which fail to function according to the applicable specifications, as determined by County’s Project Director.

Contractor shall correct any and all Deficiencies in any services provided hereunder in accordance with Paragraph 50 (Standard of Services).

## **65.2 GENERAL WARRANTIES**

Contractor represents, warrants, covenants and agrees that throughout the term of this Contract:

1. Contractor shall strictly comply with the descriptions and representations (including, but not limited to, deliverable documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements applicable to professional software design meeting industry standards) as set forth in this Contract, including the Statement of Work, and any applicable Work Order.
2. Contractor warrants that the Services will be performed using reasonable care and skill and according to its current description (including any completion criteria) contained in this Contract, in a professional and workmanlike manner and consistent with generally accepted industry standards.
3. All documentation delivered under this Contract shall be in accordance with County standards.
4. The System components shall interconnect and/or interface and shall be compatible with each other; and the System components, when taken together, shall be capable of delivering all of the functionality as set forth in this Contract, any applicable Work Order or any Services specifications or requirements.
5. In performance of its Services under the Contract, Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to, any of County’s systems

through any device, method or means including, without limitation, the use of any “virus,” “lockup,” “time bomb,” or “key lock,” “worm,” device or program, or disabling code, which has the potential or capability of compromising the security of County’s confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of, County’s systems by County or users or which could alter, destroy, or inhibit the use of County’s systems, or the data contained therein (collectively referred to as a “Disabling Device”) which could block access to or prevent the use of County’s systems by County or users. Contractor agrees that it has not intentionally placed, nor is it aware of, any Disabling Device intentionally placed by Contractor on County’s systems in performance of its Services under this Contract, nor shall contractor knowingly permit any subsequent Services under this Contract to cause placement of any Disabling Device on County’s systems.

In addition, Contractor shall prevent viruses from being incorporated or introduced into any County software or updates or enhancements thereto prior to delivery thereof to County and shall utilize best efforts, including using the latest commercially available virus protection software, to prevent any viruses being incorporated or introduced in the process of Contractor’s loading of software, or updates and enhancements thereto, or being introduced in the process of Contractor’s performance of on-line support, provided that County has also installed the latest commercially available virus protection software.

### **65.3 WARRANTY PASS-THROUGH**

Contractor shall pass through to County to the fullest extent authorized, any applicable warranty or indemnity offered by any manufacturer of any third party software product that forms a part of the Services and which are provided by Contractor under this Contract.

### **65.4 BREACH OF WARRANTY OBLIGATIONS**

In the event Contractor fails to timely perform its obligations as set forth in this Paragraph 65, then, in addition to County's other rights and remedies set forth herein, County may, after written notice to Contractor and in the event Contractor, after a reasonable time has still failed to perform such warranty obligations, perform any required correction, replacement or other work and debit Contractor therefor at County's direct actual cost of outside labor and materials and County's burdened rates for labor (including without limitation salary, employee benefits and reimbursement policies). Such debit shall be made against any amounts owed by County to Contractor under this Contract.

### **65.5 WARRANTY PASS-THROUGH**

Contractor shall assign to County to the fullest extent permitted by law or by this Contract, and shall otherwise ensure that the benefits of any applicable warranty or indemnity offered by any licensor or reseller of any third party software provided hereunder, if any, shall fully extend to and be enjoyed by County.

## **66. SURVIVAL**

The provisions in the following Paragraphs shall survive the expiration or termination of this Agreement for any reason:

3.2 Approval of Work

15 Confidentiality and Security

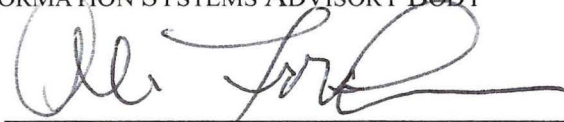
27	Fair Labor Standards
29	Governing Law, Jurisdiction and Venue
31	Indemnification
32	Insurance
33	Intellectual Property Indemnification
45	Proprietary Rights
50	Standard of Services
60	Effect of Termination
65	Warranties

IN WITNESS WHEREOF, County and Contractor by their duly authorized signatures have caused this Contract to be effective the day, month and year first above written.

**COUNTY:**

INFORMATION SYSTEMS ADVISORY BODY

By

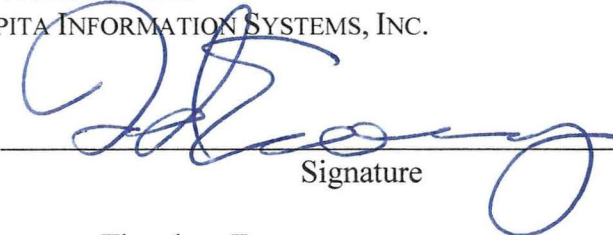


Ali Farahani, Director

**CONTRACTOR:**

CAPITA INFORMATION SYSTEMS, INC.

By



Signature

Theodore Economy

Print Name

Title Vice President

CAPITA TECHNOLOGIES, INC.

By



Signature

Theodore Economy

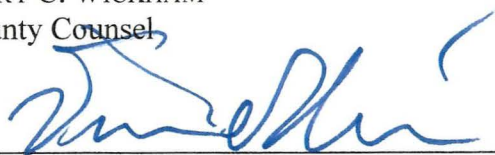
Print Name

Title CFO

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By



VICTORIA MANSOURIAN  
Principal Deputy County Counsel



**EXHIBIT A**  
**SCOPE OF WORK**  
**FOR**  
**CASE360 APPLICATION MANAGEMENT SERVICES**

---

## 1. GENERAL

### 1.1 INTRODUCTION

This Exhibit A ("Scope of Work", "Statement of Work" or "SOW"), sets forth the scope of work for Case360 Application Management Services ("Services"), to be performed by Contractor under the Contract, including by providing at least two (2) qualified Consultants to assist ISAB with application management services, including on-site technical support and some application development, for all OpenText Case360 based applications operated by the criminal justice departments.

### 1.2 OVERVIEW

The Scope of Work under the Contract shall include, but not be limited to:

- Providing day-to-day maintenance and support of Case360 Software applications;
- Coordinating and assisting in the deployment of new Case360 Software applications in production environment; and
- Providing technical support for implementing system testing, developing maintenance procedures and developing and maintaining required system upgrade schedules.

## 2. MINIMUM QUALIFICATIONS

Contractor and each of its proposed Consultants shall meet each of the Skills Requirements specified in Attachment A.1 (Skills Requirements).

## 3. CONSULTANT RESPONSIBILITIES

Under the direction of County's Project Manager, each Consultant shall perform the tasks as set forth in the Statement of Work.

The Consultants shall work closely with ISAB in the technical maintenance and support of criminal justice applications using Case360 Software and providing some application development services for the existing Case360 Software systems deployed by ISAB member agencies. The Consultants will perform the application development and technical support tasks as directed by County's Project Manager.

Consultant's responsibilities and qualifications shall include, but not be limited to:

- Performing all work on-site at County designated facilities during normal business hours (8 a.m. to 5 p.m., Monday through Friday, except County holidays) for the duration of the Contract. Prior written authorization by County's Project Manager shall be required for all work performed off-site.
- The Consultants shall have proven experience and execution skills, including excellent written and interpersonal skills, ability to work creatively and analytically in a problem-solving environment and excellent client relationship skills.

## 4. SCOPE OF SERVICES

Contractor shall be required to provide at a minimum the Services specified in this *Section 0* below.

The County currently has a number of Case360 Software applications in production. The Services are critical to provide the Case360 Software maintenance and support in order to sustain the development changes for this production system. The Case360 Software application provides and disseminates critical information to a number of County systems which include:

1. DNA Offender Tracking System (DOTS)
2. Alternate Public Defender Document Management System
3. Sheriff's Records and Identification Bureau Request Tracking System
4. Sheriff's Electronic Criminal Document Archive (SECDA) System
5. District Attorney Document Management
6. Public Defender Forms Project
7. Public Defender Case Management System

The Case360 Software is an enterprise software platform that is used by the criminal justice community Countywide. Its platform requires specialized skills and expertise to manage and maintain, including tasks such as setting up and configuring Case360 Software applications, addressing application change requests, applying updates and generally assuring the health and reliability of systems. With multiple applications in production and in need of support to sustain the operations, economies of scale can be realized by having a single resource maintain those critical applications. The application management services under this Contract are designed to maintain County's Case360 Software production systems from end-user administration through application enhancement and system upgrades. In addition, the Services will provide system changes to adapt to Countywide policy changes directed by the Board. Contractor and its Consultants will work with County resources to ensure that the systems are managed and maintained as designed and are kept up-to-date with the latest releases and features of the OpenText Case360 Software base product. Consultants utilized by Contractor for this Contract shall have knowledge of best practices for keeping a production system up-to-date and shall be able to develop and maintain high availability and business continuity strategies.

Consultants shall be required to provide the day-to-day maintenance and support for County's Case360 Software applications. Consultants shall be equipped with deep hands-on-experience with the Case360 Software product and its operation in production environments. Tasks ranging from user administration to workflow enhancements to software patch installations will all be provided by the Consultants. Consultants will also be engaged with OpenText Worldwide Support to resolve any product related issues that may arise. Consultants will work with the respective business managers to set task lists and priorities.

Maintenance Services shall be performed by Contractor only following written approval by County's Project Director or designee and a notice to proceed with such Services. All Services provided by Contractor under this Contract shall be subject to County's written approval in accordance with the terms of this Contract before payment therefor.

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**ATTACHMENT A.1****SKILLS REQUIREMENTS**

All Consultants and every person providing Services under the Contract shall, at a minimum, meet the following Skills Requirements:

1. Two (2) years of development and technical support experience with Case360 Software Version 11.3 or higher within the last five (5) years in a medium to large scale project (an application with a named user-base of at least 1,000 users or at least 100 concurrent users) that was deployed in a customer's production environment.
2. Five (5) years of Java programming experience (within the last seven (7) years) in developing or technical support of medium to large scale browser-based applications (an application with a named user-base of at least 1,000 users or at least 100 concurrent users), which experience must include the following:
  - Three (3) years in designing and developing solutions using an Oracle Database 11g backend.
  - Three (3) years of programming experience (within the last five (5) years) in developing or using Enterprise Java Beans;
  - Three (3) years of experience (within the last five (5) years) in developing Web Services using Java;
  - Three (3) years of experience (within the last five (5) years) with XML data structure and schema design;
  - Three (3) years of programming experience (within the last five (5) years) in developing application logic using Java Servlets;
  - Two (2) years of application development experience (within the last five (5) years) with Java Server Pages (JSP);
  - Two (2) years of application development experience (within the last five (5) years) with HTML Forms and JavaScript (DOM) Document Object Model;
  - Two (2) years of application development experience (within the last five (5) years) with Eclipse IDE (Integrated Development Environment);
  - One (1) year of experience (within the last three (3) years) with Apache Ant build tool;
  - Two (2) years of experience in developing Identity and Access management solutions integrating with Active Directory and LDAP services.
  - Two (2) years of experience (within the last three (3) years) with set up, configuration and maintenance of one of the following JEE-based application servers:
    - a) IBM Websphere version 7 or higher
    - b) Oracle WebLogic version 11g or higher

**EXHIBIT B**  
**PRICING SCHEDULE**  
**FOR**  
**CASE360 APPLICATION MANAGEMENT SERVICES**

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**EXHIBIT B**  
**PRICING SCHEDULE**

**1. FIXED HOURLY RATE**

All Services shall be provided by Contractor and any of its Consultants under the Contract in accordance with Paragraph 3 (Work) of the Base Contract and Exhibit A (Scope of Work), including all Attachments thereto, following County's notice to proceed. All Services shall be provided at the Fixed Hourly Rate of \$148.94 per hour, which shall not increase during the term of the Contract. Contractor shall not charge County for any other expenses, including any travel or living expenses.

**2. CONTRACT SUM**

The Contract Sum shall be County's maximum obligation under the Contract and shall include the cost of any Services provided by Contractor and any of its Consultants pursuant to the Contract. The maximum Contract Sum under the Contract, including any and all sales tax amounts, is \$1,500,000, as further specified in Paragraph 5 (Contract Sum) of the Base Contract.

**EXHIBIT C**  
**SCHEDULE OF SERVICES**  
**FOR**  
**CASE360 APPLICATION MANAGEMENT SERVICES**

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**EXHIBIT C**  
**SCHEDULE OF SERVICES**

DESCRIPTION OF SERVICES	START DATE	HOURS WORKED	AMOUNT PAID
			\$



**EXHIBIT D**  
**CONTRACTOR'S EEO CERTIFICATION**  
**FOR**  
**CASE360 APPLICATION MANAGEMENT SERVICES**

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**EXHIBIT D**  
**CONTRACTOR'S EEO CERTIFICATION**

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Company Name

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Address

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Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries and holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, age or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CERTIFICATION**

	<b><u>YES</u></b>	<b><u>NO</u></b>
1. Contractor has a written policy statement prohibiting discrimination in all phases of employment.	( )	( )
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4. When problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( )	( )

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Signature

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Date

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Name and Title of Signer (please print)

**EXHIBIT E**  
**COUNTY'S ADMINISTRATION**  
**FOR**  
**CASE360 APPLICATION MANAGEMENT SERVICES**

CONTRACT NO. \_\_\_\_\_

**1. COUNTY'S PROJECT DIRECTOR:**

Name: Fernando Angell  
Title: Assistant Director  
Address: 12750 Center Court Drive  
Cerritos, CA 90703  
Telephone: 562-403-6505  
Facsimile: None  
E-Mail Address: [fangell@isab.lacounty.gov](mailto:fangell@isab.lacounty.gov)

**2. COUNTY'S PROJECT MANAGER:**

Name: Eddie Garcia  
Title: Integration Services  
Address: 12750 Center Court Drive  
Cerritos, CA 90703  
Telephone: 562-403- 6539  
Facsimile: None  
E-Mail Address: [egarcia@isab.lacounty.gov](mailto:egarcia@isab.lacounty.gov)

**3. DIRECTOR:**

Name: Ali Farahani  
Title: Director  
Address: 12750 Center Court Drive  
Cerritos, CA 90703  
Telephone: 562-403-6501  
Facsimile: None  
E-Mail Address: [afarahani@isab.lacounty.gov](mailto:afarahani@isab.lacounty.gov)

**EXHIBIT F**  
**CONTRACTOR'S ADMINISTRATION**  
**FOR**  
**CASE360 APPLICATION MANAGEMENT SERVICES**

CONTRACT NO. \_\_\_\_\_

**1. CONTRACTOR'S PROJECT MANAGER:**

Name: Eric Yan  
Title: Chief Technology Officer  
Address: 4000 Westerly Pl. Suite 110  
Newport Beach, CA 92660  
Telephone: (949) 260-3032  
Facsimile: (949) 851-9875  
E-Mail Address: [EYang@capitatech.com](mailto:EYang@capitatech.com)

**2. CONTRACT CONTACT PERSON**

Name: James Newman  
Title: Vice President of Sales  
Address: 4000 Westerly Pl. Suite 110  
Newport Beach, CA 92660  
Telephone: (949) 260-3002  
Facsimile: (949) 851-9875  
E-Mail Address: [JNewman@capitatech.com](mailto:JNewman@capitatech.com)

**3. CONTRACTOR'S EXECUTIVE**

Name: William Kilmer  
Title: Chief Executive Officer  
Address: 4000 Westerly Pl. Suite 110  
Newport Beach, CA 92660  
Telephone: (949) 260-3070  
Facsimile: (949) 851-9875  
E-Mail Address: [WKilmer@capitatech.com](mailto:WKilmer@capitatech.com)

**EXHIBIT G**  
**CONFIDENTIALITY AND ASSIGNMENT**  
**AGREEMENT**  
**FOR**  
**CASE360 APPLICATION MANAGEMENT SERVICES**

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**EXHIBIT G**  
**CONFIDENTIALITY AND ASSIGNMENT  
AGREEMENT**

PROJECT NAME \_\_\_\_\_

CONTRACTOR/EMPLOYER NAME \_\_\_\_\_

LOS ANGELES COUNTY AGREEMENT NAME/NUMBER \_\_\_\_\_

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**GENERAL INFORMATION**

The organization identified above ("Contractor") is under contract ("Contract") to provide certain services ("Services") to the County of Los Angeles ("County"). County requires each employee of this Contractor performing services under this Contract to understand his/her obligations with respect to the personal and proprietary data with which he/she will be in contact, and to acknowledge such obligations by executing this Employee Acknowledgment, Confidentiality and Assignment Agreement.

**EMPLOYEE STATUS ACKNOWLEDGMENT**

I understand and agree that the above-referenced Contractor is my sole employer for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work pursuant to the above-referenced Contract.

I understand and agree that I am not an employee of County for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from County by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a criminal background and security investigation(s). I understand and agree that my continued performance of services under the above-referenced Contract is contingent upon my passing, to the satisfaction of County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of County, any such investigation shall result in my immediate release from performance under this Contract and/or any future contracts.

**CONFIDENTIALITY AGREEMENT**

My work may be concerned with services provided by County, and, therefore I may have access to confidential data and information pertaining to private individuals and/or entities receiving such services and to proprietary information belonging to other organizations doing business with County (hereinafter, in addition to the definition in Paragraph 15 (Confidentiality and Security) of the Contract, "Confidential Information"). County has a legal obligation to keep confidential all such data and information in its possession, especially data and information concerning health, criminal and welfare recipient records. I understand that, by virtue of my involvement in County work, I too must protect the confidentiality of such data and information. I understand that I must sign this agreement to be eligible to perform work for my employer under the County Contract. I have read this agreement and have taken due time to consider it prior to signing.



I agree not to disclose to, nor reproduce for the benefit of, any unauthorized person any Confidential Information obtained while performing work under the above-referenced Contract between my employer and County. I agree to forward all requests for disclosure or copying of any such data or information in my possession or care to my immediate supervisor. The parties hereby acknowledge and agree that no obligation of confidentiality applies to residual knowledge learned (such as ideas, concepts know-how or techniques) and experience gained by me as a result of performing the Services. In addition, nothing herein shall prevent me or Contractor from providing to others similar services to the Services, subject to any obligations of confidentiality.

I agree to protect from loss and to keep confidential all health, criminal and welfare recipient records and all data, information and materials pertaining to persons and/or entities receiving services from County, design concepts, algorithms, programs, formats, documentation, Contractor's proprietary information, and all other original materials produced, created or provided to or by me under the above-referenced Contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all unauthorized disclosures or copying of confidential or proprietary data or information including County's Confidential Information, whether accidental or intentional, and whether by myself and/or by any other person, of which I become aware. I agree to return all such confidential data, information and materials to my immediate supervisor upon completion of the above-referenced Contract, or termination of my employment with my employer, whichever occurs first.

### **ASSIGNMENT OF PROPRIETARY RIGHTS**

As used in this agreement, "Works" means (i) any inventions, trade secrets, ideas, original works of authorship, Confidential Information (as also defined below) that I conceive, develop, discover or make in whole or in part during my employment with Contractor which relates to the Contract, (ii) any inventions, trade secrets, ideas, original works of authorship or Confidential Information (as defined below) that I conceive, develop, discover or make in whole or in part during or after my employment with Contractor which are made through the use of any of Contractor's equipment, facilities, supplies, trade secrets or time, or which result from any work I perform for Contractor, and (iii) any part or aspect of any of the foregoing. In addition to the definition in Paragraph 41 (Confidentiality) of the Contract, "Confidential Information" means all information and material disclosed to or known by me as a consequence of my employment with Contractor and any information disclosed to or developed by me or embodied in or relating to the Works.

All Works shall belong exclusively to Contractor whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be "works made for hire" under the United States Copyright Act, and Contractor shall be deemed to be the author thereof.

If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to Contractor as a work made for hire, I irrevocably assign and transfer to Contractor to the maximum extent permitted by law all right, title and interest in the Works, including but not limited to all copyrights, patents, trade secret rights, and other proprietary rights in or relating to the Works. Without limiting the foregoing, I irrevocably assign and transfer to Contractor all economic rights to the Works, including without limitation the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, import, export, transfer, convey and otherwise exploit the Works.

I expressly approve any and all modifications, uses, publications and other exploitation of the Works that Contractor or any successor or transferee of Contractor may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation, or will be deemed to constitute a distortion or mutilation of the Works.

I agree to provide any assistance reasonably requested by Contractor, now and in the future, to obtain United States or foreign letters patent and copyright registrations covering inventions and original works of authorship belonging or assigned to Contractor. I shall execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the U.S. Copyright Office, the U.S. Patent and Trademark Office or any other entity). If Contractor is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated to transfer or assign, I irrevocably designate and appoint Contractor and its duly authorized officers and agents as my agent and attorney in fact, to act for and on its behalf and stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest and is irrevocable.

This agreement shall be construed in accordance with the provisions of Section 2870 of the California Labor Code (the text of which follows) relating to inventions made by an employee. Accordingly, this agreement is not intended and shall not be interpreted to assign to or vest in Contractor any of my rights in any inventions developed entirely on my own time without using Contractor's equipment, supplies, facilities, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the invention to Contractor's business or the actual or demonstrably anticipated research or development of Contractor, or result from any work I performed for Contractor.

***California Labor Code Section 2870. Employment Agreements; Assignment of Rights***

- (a) Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:
  - (1) Relate at the time of conception or reduction to practice of the invention to the employer's business or actual or demonstrably anticipated research or development of the employer; or
  - (2) Result from any work performed by the employee for the employer.
- (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonyms used in connection with any Works, goods or services I provide under this agreement or the above referenced Contract.

I acknowledge that violation of this agreement may cause irreparable harm to County, which may not be compensated by monetary damages, and may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal and equitable redress, including, without limitation, injunctive relief.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED: \_\_\_\_\_ POSITION: \_\_\_\_\_

**EXHIBIT H**  
**JURY SERVICE ORDINANCE**  
**FOR**  
**CASE360 APPLICATION MANAGEMENT SERVICES**

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**Title 2 ADMINISTRATION****Chapter 2.203.010 through 2.203.090****CONTRACTOR EMPLOYEE JURY SERVICE****2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002; Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002; Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

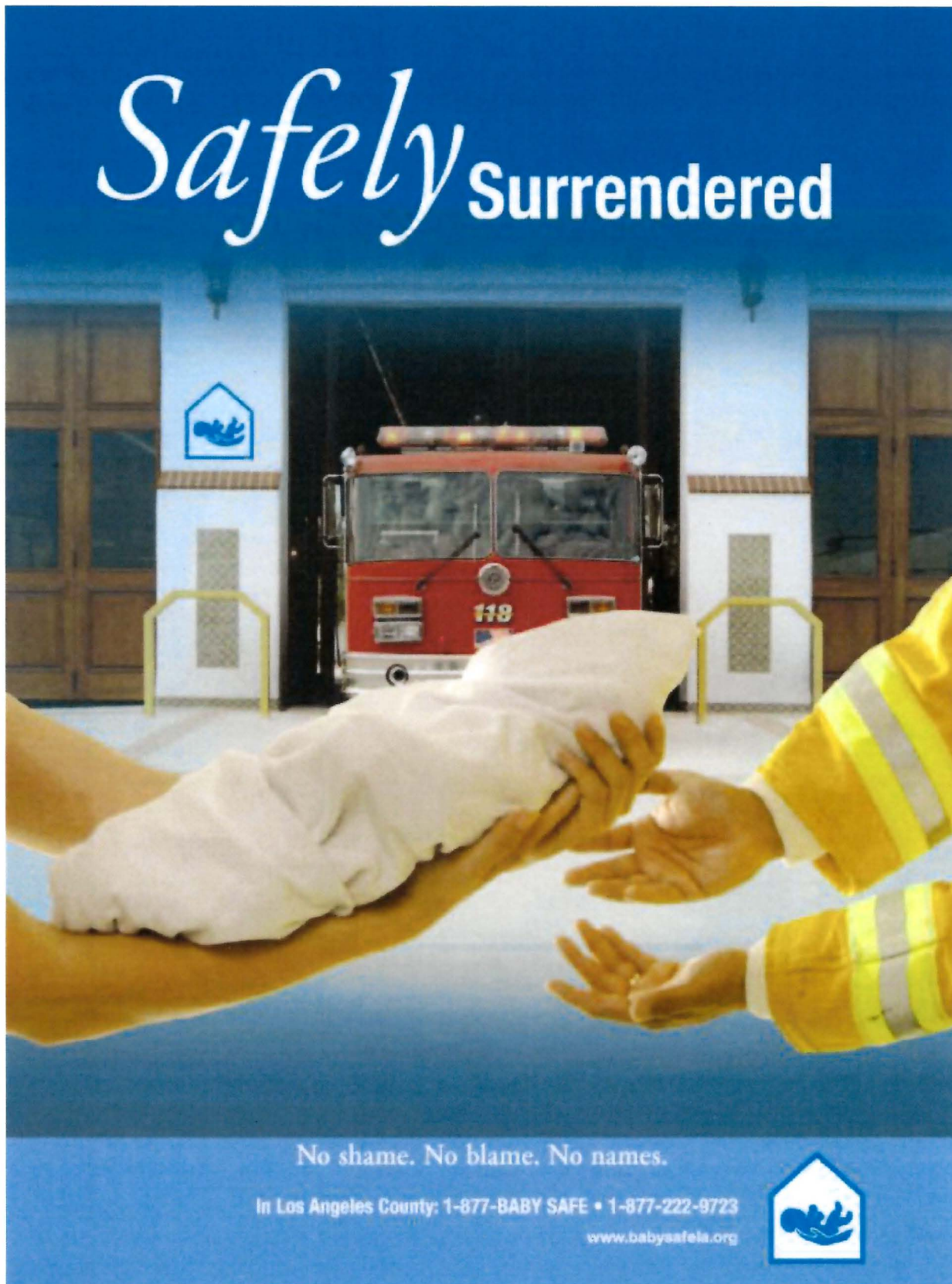
“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

**EXHIBIT I**  
**SAFELY SURRENDERED BABY LAW**  
**FOR**  
**CASE360 APPLICATION MANAGEMENT SERVICES**

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723  
[www.babysafe.org](http://www.babysafe.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

[www.babysafela.org](http://www.babysafela.org)

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

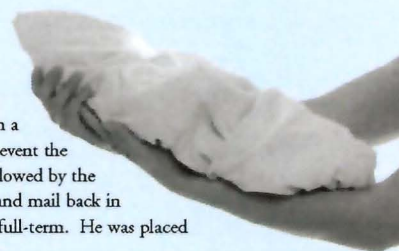
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.





# *Ley de* Entrega de Bebés *Sin Peligro*



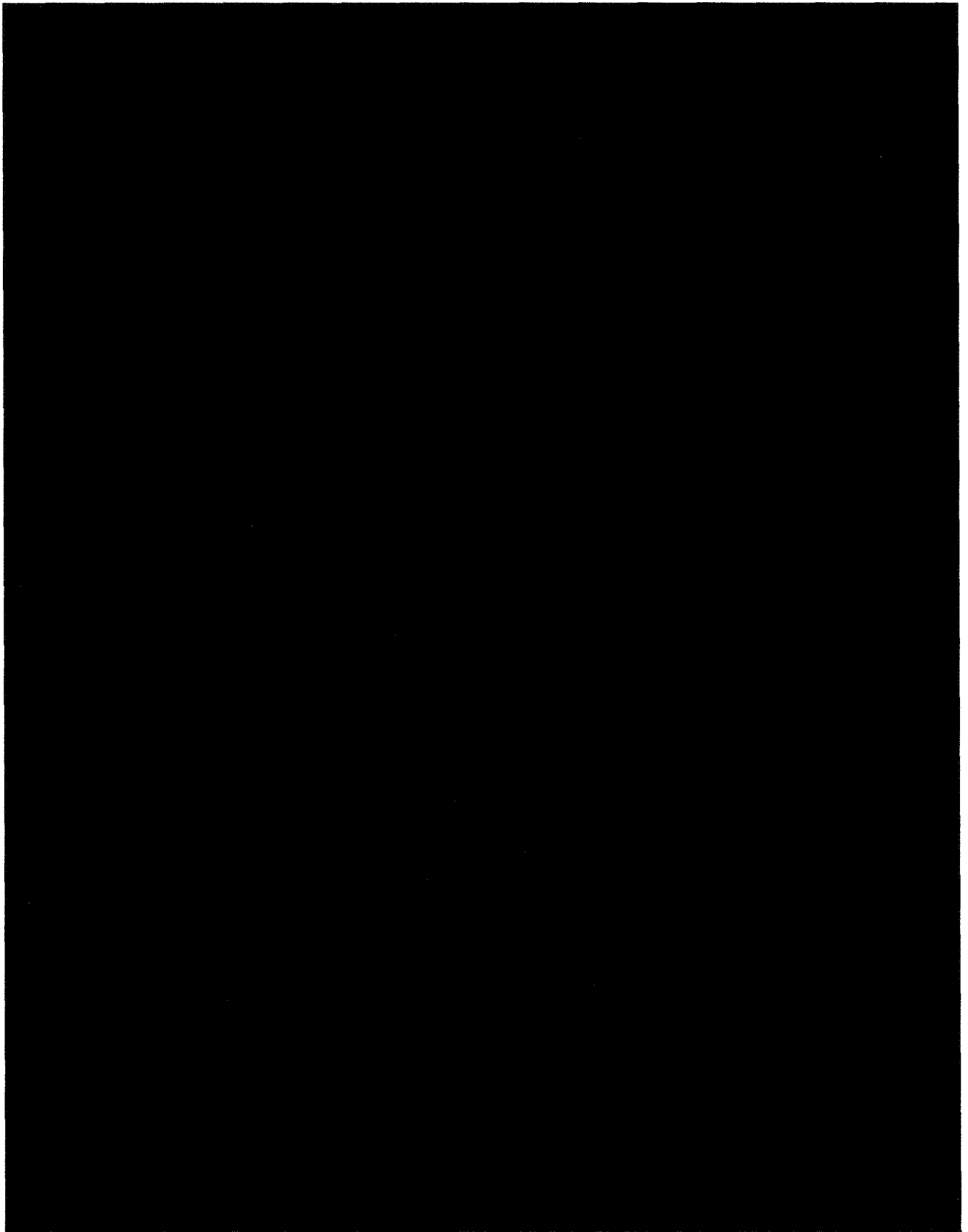
*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

**Sin pena. Sin culpa. Sin nombres.**

**En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723**

[www.babysafela.org](http://www.babysafela.org)





**EXHIBIT J**  
**DEFAULTED PROPERTY TAX REDUCTION**  
**PROGRAM ORDINANCE**  
**FOR**  
**CASE360 APPLICATION MANAGEMENT SERVICES**

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**Title 2 ADMINISTRATION****Chapter 2.206****DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

- A. This chapter shall not apply to the following contracts:
  - 1. Chief Executive Office delegated authority agreements under \$50,000;
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
  - 3. A purchase made through a state or federal contract;
  - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
  - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
  - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
  - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
  - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
  - 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
  - 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
  - 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;

12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

**EXHIBIT K**  
**REQUEST FOR PROPOSALS (RFP)**  
**FOR**  
**CASE360 APPLICATION MANAGEMENT SERVICES**

**TO BE INCORPORATED BY REFERENCE**



**EXHIBIT L**  
**CONTRACTOR'S PROPOSAL**  
**FOR**  
**CASE360 APPLICATION MANAGEMENT SERVICES**

**TO BE INCORPORATED BY REFERENCE**